

Amount¹ of AHL ten year renewable and convertible term life insurance policy no. 95006800 (the “Policy”), and relinquishes, releases, and discharges any and all claims to the Policy Amount, and expressly and irrevocably disclaims, releases, and waives any claim against AHL and/or its agents regarding the Policy, and fully releases AHL and/or its agents from any obligation to pay Gillaspy any of the Policy Amount and from any and all claims, controversies, lawsuits, causes or rights of action, liabilities, damages, or expenses, at law or in equity, asserted or unasserted, express or implied, known or unknown, arising or discovered now or in the future, of any kind or nature whatsoever, arising out of or relating to the Policy, and holds AHL and/or its agents harmless from any and all liability which may arise as a result of the payment by AHL of the Policy Amount in reliance upon this Agreed Order. It is further

ORDERED, ADJUDGED, AND DECREED that AHL shall recover and is entitled to \$5,000.00 as reasonable and necessary attorney fees, which shall be withheld from, and reduce, the Policy Amount funds, and that Mr. Jeff Eulberg shall be paid \$700.00 out of the Policy Amount funds for services rendered as legal guardian ad litem for P.E.G (the “GAL Fee”), so that the remaining payable proceeds of the Policy total to \$69,526.15 (the “Remaining Proceeds”); It is further

ORDERED, ADJUDGED, AND DECREED that within thirty (30) business days, and after receiving completed IRS W-9 forms for Shores and Oaks, AHL shall pay the Remaining Proceeds jointly to Shores and Oaks in their capacity as co-executors of the estate (the “Estate”) of Galen Craig Gillaspy (the “Insured”); it is further

¹ The Policy Amount is defined in the Complaint for Interpleader [Dk. 1] as the amount payable under the Policy, \$75,226.15 (the “Policy Amount”). The face amount of the Policy is \$75,000.00; however, premiums were collected under the Policy, after the death of the insured but before AHL learned of the death, in the amount of \$226.15. As such, the amount payable under the Policy is \$75,226.15.

ORDERED, ADJUDGED, AND DECREED that within thirty (30) business days, and after receiving a completed IRS W-9 form for Mr. Jeff Eulberg, AHL shall pay the GAL Fee to Mr. Jeff Eulberg, by mailing a check for the GAL Fee to 925 NW 6th, Oklahoma City, Oklahoma 73106; it is further


ORDERED, ADJUDGED, AND DECREED that Defendants fully release AHL, and AHL is fully released and discharged, from any and all liability to the Defendants regarding the subject matter of this case, the Policy, the Policy Amount, the Remaining Proceeds, and the Insured; it is further

ORDERED, ADJUDGED, AND DECREED that, based on the representations of Gillaspys, no conflict exists between her and P.E.G., and Gillaspys withdrawal and relinquishment of her claim to the Policy Amount and Remaining Proceeds in her capacity as legal guardian for P.E.G. and agreement that payment of the Remaining Proceeds be made to Shores and Oaks is in the best interests of P.E.G. It is further

ORDERED, ADJUDGED, AND DECREED that this case is DISMISSED WITH PREJUDICE, and all claims asserted or assertable herein, and all costs of court are hereby taxed against the party incurring same. It is further

ORDERED, ADJUDGED, AND DECREED that all other relief sought by any party herein is hereby denied. This is a FINAL JUDGMENT.

IT IS SO ORDERED this 12th day of June, 2019.


SCOTT L. PALK
UNITED STATES DISTRICT JUDGE